

8475 E Hartford Dr
Scottsdale, AZ 85255
(800) 848-8860

849 W LeVoy Dr
Salt Lake City, UT 84123
(800) 594-8900



To Whom It May Concern,

Attached you will find a Producers Brokerage Questionnaire and a Producers Brokerage Agreement as well as a Form W-9 Request for Taxpayer Identification Number and Certification for you to complete, sign and return. Along with this information, please forward a copy of your Agent/Agency License(s) and a copy of your Errors and Omissions Policy. We must have proof of your Errors & Omissions Coverage with limits of at least *\$1 million* before we can approve your agency. **FARMERS AGENTS - Please make sure you carry Level 3 E&O.** Please be sure to include any endorsements or proof of coverage for any additional locations. If you do not currently carry E&O insurance and would like to obtain a quote, please give us a call.

You will not be appointed with our company until all documents have been completed and returned. Please email the required information to jep@colgen.com or you may fax it to (480) 538-7791. .

Please review item IV of the contract carefully as full premium must be paid prior to binding. In the case of premium financing, a down payment of 25% plus any fully earned fees is required. After one year, we will review your agency for account current status. In order to be eligible for account current status, you must meet the following criteria:

- At least 10 active policies
- \$15K in gross written premium
- Good payment history with no collections notices in the prior year

Colonial General has it's own premium finance company which can finance most policies written through Colonial General. For premium finance questions or quotes, call Sandy Collier at Sundance Premium Finance Company:
(480) 991-7889 x 220.

Should you have any additional questions, please feel free to contact me at extension 212. You will receive a marketing packet by mail soon after you receive confirmation of your appointment..

We look forward to working with you and we are dedicated to providing you with the best service possible.

Sincerely,

Jen PlesKovitch
Agent Licensing
jep@colgen.com

colonialgeneral.com

Notice of Payment Responsibilities

Attached you will find your Producer/Broker agreement. Please sign below to indicate that you understand that you are entirely responsible for the collection of all premiums once you request to bind coverage. **There are no flat cancellations and all policies are subject to a minimum earned premium.**

Policies that are premium financed require the down payment which consists of at least 25% of the pure premium and all fees along with a signed finance agreement. Please email sundance@colgen.com to set up financing.

We look forward to doing business with your agency.

Agency Name

Date



Producer's Brokerage Questionnaire

Agent/Agency Name: _____

Mailing Address _____ City _____ State _____ ZIP _____

Physical Address _____ City _____ State _____ ZIP _____

Billing Address _____ City _____ State _____ ZIP _____

W-9 Address _____ City _____ State _____ ZIP _____

Business Phone _____ Email _____ Fax _____

Are you a branch office of a currently contracted agency? What is their Colonial General Broker Code: _____

Would you like your statements consolidated? If no, please make sure billing address above is completed.

Will you be filing your own Surplus Lines Taxes, if yes a copy of an active SL License must be included:

Who Referred you to us: _____

Please List any Independent Agency Associations (ie Big I) you belong to below:

Please select your marketing region from the dropdown: _____

Please choose your agency information system from the dropdown if desired: _____

A copy of all active licenses and an active E&O dec page or certificate MUST be attached.



PRODUCERS BROKERAGE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ between Colonial General Insurance Agency, Inc., Scottsdale, Arizona, hereinafter referred to as "General Agent", and _____ of the State of _____, hereinafter referred to as "Producer" and whose address is _____.

WITNESSETH THAT:

I. GENERAL AGREEMENT:

Pursuant to request that underwriting facilities of the General Agent to be made available to the Producer, the General Agent agrees to give consideration to proposals for insurance covering risks located in those states in which General Agent has lawful authority, subject to restrictions placed upon such Producer by the laws of State(s) in which said Producer is authorized to write insurance business and further subject to the following terms, limitations and conditions which are mutually agreed upon between the General Agent and the Producer.

II. LICENSE:

The Producer warrants that he is properly licensed for the classes of business to be conducted and for the lines of coverage to be procured through the facilities of the General Agent.

III. BINDING AND COMMISSIONS:

The General Agent shall allow the Producer a commission as specified in the Schedule attached. In the event the General Agent shall issue policies on Classes of Risk other than those shown, the rate of commission thereon shall, in the absence of prior mutual agreement, to be fixed by the General Agent. Coverage on Dwelling Fire and Mobile Home with values of \$100,000 or less, may be bound by the producer the date following the date postmarked. In case of metered mail, coverage will be deemed bound on the day the application reached the General Agent's office. All other binders shall be issued by the General Agent.

IV. PAYMENT OF PREMIUMS:

All premiums received by the Producer shall be held by Producer in trust for the General Agent, as Trustee, until payment thereof is made to the General Agent. The privilege of retaining commissions out of such premiums, the keeping of an account with the Producer on the General Agent's book as creditor and debtor account, alteration in commission or other compensation rate, compromise, settlement of declaration of Balance due shall not be held to waive assertion of such trust relationship. Unless the Producer has been authorized in writing to pay on an account current basis, any and all premium must be paid by the Producer to the General Agent prior to the issuance of any binder by the General Agent. If the producer has been authorized to pay on an account current basis, the payment of any and all premium due the General Agent shall be made within fifteen (15) days from the last day of the month following the date of the monthly statement rendered by General Agent.

V. CANCELLATIONS - Effective Date:

Notwithstanding the return of an original policy for cancellation, such cancellation shall not be effective until sufficient time has elapsed for proper notice to mortgagors, loss payees, certificate holders, public utility regulatory bodies or similar entities, in cases where such notice is required.

VI. EXPIRATION NOTICES:

Any custom or usage to the contrary notwithstanding, the General Agent shall be under no obligation to give the Producer notice of expiration of any policies of insurance which the Producer may procure through the facilities of the General Agent.

VII. LOSS AND CLAIMS:

This agreement confers upon the producer no authority to handle, adjust or apportion losses or claims. However, the Producer agrees that in the event of an accident, occurrence, loss or similar event that might give rise to a claim that is reported to him by an Insured of a Company represented by the General Agent, or by a party on behalf of such an Insured, the Producer shall immediately forward all information, including, but not limited to reports, verbal or written, summonses and complaints and any other legal documents given to Producer, to the General Agent. Any and all information of this type shall be reported by the Producer to the General Agent as soon as reasonably possible, and in no event later than (3) days from the date of receipt thereof by the Producer.

VIII. EARNED PREMIUMS:

In the event of cancellation of insurance written hereunder, the Producer guarantees to pay to the General Agent an earned premium on business accepted by the General Agent for such time as coverage remains in force.

IX. OWNERSHIP OF EXPIRATIONS:

Both parties to this Agreement recognize the ownership by the Producer of the insurance business covered by this Agreement. In the event the Producer fails to pay any sum due the General Agent by virtue of any policy or endorsement procured by the General Agent, the Producer hereby assigns to the General Agent as security, but not in payment therefor, all sums due or to become due Producer from the insured(s) for whom such contract of insurance or endorsement was procured, with the full authority of the General Agent to demand and collect the same directly. On premium so collected by the General Agent, Producer shall be entitled to no commissions. The Producer further grants to the General Agent a security interest in and to all of Producer's records of expirations, of policies or contracts of insurance produced under or by virtue of this Agreement, including the ownership, use and control thereof, with the right of the General Agent to take possession of the same and have all of the rights of a holder of a security interest granted by law, so long as the Producer is indebted to the General Agent for any sum of money due under any insurance contract produced under or by virtue of this Agreement.

X. INDEPENDENT CONTRACTOR:

The General Agent shall not be responsible for the Producer's expenses such as rentals, transportation facilities, clerk hire, solicitor's fees, postage, advertising, exchange, personal local license fees, or any other expenses whatsoever. Any policy forms and other like supplies furnished to the Producer by the General Agent shall always remain property of the General Agent and shall be returned to the General Agent promptly upon demand. Neither the term "Producer" nor anything contained herein or in any of the bylaws, rules or regulations of the General Agent shall be construed as creating the relationship of employer and employee between the General Agent and the Producer. The Producer, as an independent contractor, shall be free to exercise his own discretion and judgment with respect to the persons, firms, or corporations, from which the Producer will solicit business except with respect to the direct bill policies. The Producer shall have sole responsibility to notify Insured of policy expirations and solicitation of renewals.

XI. RESPONSIBILITY:

In the event the Producer under this Agreement is a corporation, it is understood, agreed, and unconditionally guaranteed by the undersigned individuals, principal stockholders and directors of said corporation, that all conditions of the Agreement and any supplement, amendment extension, addenda or renewal thereof shall be binding upon them severally and jointly in the same manner as upon the corporation named herein as Producer.

XII. RENEWAL BILLINGS:

All renewals will be agency billed, except for renewals billed by the general agent through automation at request of Producer.

XIII. ERRORS & OMISSIONS COVERAGE:

The Producer agrees to maintain an active Errors & Omission policy with minimum limits of at least \$1,000,000.00 and agrees to furnish the General Agent a copy of the renewal annually.

XIV. COMPLETE AGREEMENT:

This Agreement supersedes all former Agreements and contains the full and complete Agreement between the parties hereto. It may be amended only by subsequent written agreement and oral representations, if any, shall have no force and effect.

XV. TERMINATION OF AGREEMENT:

This agreement may be terminated by either party by giving the other written notice of such termination by U.S. Mail at the last known address. The Agreement will terminate immediately if either party loses its authority or license to operate lawfully under the laws of any state or regulatory authority or body or upon failure of the Producer to remit payment to the General Agent under the terms set out in this Agreement.

XVI. MID-TERM PURCHASE OR TRANSFER OF BUSINESS

In the event the Producer purchases or is transferred an active book of business, whether in part or whole, from another producer that is currently or was previously contracted with the General Agent, any return commissions resulting from return premium transactions on said purchased or transferred accounts will be due from the purchaser/transferee. Furthermore, commissions that are generated from additional premiums will be paid to the purchaser/transferee.

XVII. PAYMENT RESPONSIBILITY

Upon request to bind coverage, I understand as Producing Broker that I am fully responsible for payment of Premium to General Agent whether or not payment has been received from the insured.

Producer Signature _____ Printed Name _____

Signed in _____ this _____ day of, 20__ _____
(Print Name of Producer)

Witness _____ Signature _____
Title _____
Signature _____
Title _____

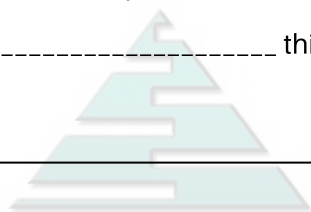
ACCEPTANCE OF AGREEMENT BY GENERAL AGENT

The General Agent hereby accepts the above Producer's Brokerage Agreement from the Producer.

Signed in _____ this _____ day of, 20__

Signature _____

Title _____





Please refer to the checklist below and make sure each item has been completed before returning your packet to us for processing. We *cannot* proceed with an appointment until we have received all of the required information:

- Completed Producers Brokerage Questionnaire
- Signed Payment Responsibility Form
- Completed Contract with all applicable signatures
- Completed Contact Information Sheet
- Completed Direct Deposit Authorization Form with Voided Check
- Completed W-9
- Attached copies of active insurance licenses
- Attached copies of active E&O Dec Page or Certificate

We would like to thank you for your interest in becoming appointed with Colonial General and we look forward to working with you.

If you have any questions at all, please call Jennifer Pleskovitch in our Arizona office at extension 212.



Owner / Agent: _____

Address: _____

City, St., ZIP: _____

Phone Number: _____

AUTHORIZATION:

I hereby authorize Colonial General Insurance Agency, Inc. to initiate credit entries for commissions and/or net return premiums, duplicate payments, etc. to my account with the financial institution I have listed below. I have enclosed an actual or copied voided check or documentation showing that I am the holder of the checking or savings account.

I understand direct deposit will continue until Colonial General Insurance Agency, Inc. terminates it for any reason or until Colonial General Insurance Agency, Inc. receives written notice of termination from me in such a time and manner as to afford Colonial General Insurance Agency, Inc. a reasonable opportunity to act on such request.

Signature of Owner / Agent

Date

Direct Bill Commissions:

Bank Name:

Bank Routing #:

Bank Account #:

Checking Account

Savings Account

If you would like your agency bill checks deposited into a separate bank account, please provide the information below:

Agency Bill Statement Credits:

SAME AS ABOVE:

Bank Name:

Bank Routing #:

Bank Account #:

Checking Account

Savings Account

Please attach a copy of a voided check or account documentation for each account listed above.

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